

Smith River Rancheria

US Highway 101 Multimodal Smith River Safety Corridor Project

**Due Wednesday, January 16, 2013 at
4:00 p.m.**



**Funded by the U.S. Department of the Transportation Federal Highway
Administration Fiscal Year 2011 Transportation Investment Generating
Economic Recovery (TIGER) grant and the
Tribal Transportation Program (formerly Indian Reservation Roads)**

**Smith River Rancheria
140 Rowdy Creek Road, CA 95567
Phone: 707.487.9255
ATTN: Nita Rolfe, Program Coordinator**

BACKGROUND INFORMATION

The Smith River Rancheria ("Tribe") is a federally recognized Indian tribe of Tolowa Dee-ni' that is located three miles south of the Oregon-California border in northwest California.

The Tribe has received funding from the U.S. Department of the Transportation Federal Highway Administration Fiscal Year 2011 Transportation Investment Generating Economic Recovery (TIGER) grant and the Tribal Transportation Program (formerly Indian Reservation Roads) for the Highway 101 Multimodal Smith River Safety Corridor Project.

The Tribe is soliciting proposals from qualified engineering firms for professional engineering services required for the US Highway 101 Multimodal Smith River Safety Corridor Project. The segment is located in Del Norte County, on US 101, and passes through the unincorporated community of Smith River and the Smith River Rancheria. The purpose of the project is to provide roadway improvements that address existing motorized and non-motorized safety concerns on US Highway 101 through the community of Smith River and the Smith River Rancheria the ("Project").

Interested parties shall comply with the Tribal Employment Rights Ordinance ("TERO") .

The Smith River Rancheria is located adjacent to the Pacific Ocean in the far northwest tip of California and three miles south of the Oregon border. The Rancheria is checkerboard and consists of approximately 600 acres, some of which is awaiting trust status. Highway 101 bisects the Rancheria and the west side properties include Prince Island, a portion of lower Lopez Creek, and a site at the mouth of the Smith River. The existing Rancheria is within the aboriginal territory of the Tolowa People and includes many sacred and culturally significant areas. The Federally established service area for the Smith River Rancheria includes Del Norte and Humboldt counties in California and Curry, Josephine and Jackson counties in Oregon.

The Tribe encourages proposals from small businesses, disabled veteran-owned businesses, women-owned businesses, firms owned by under-represented ethnic groups and local firms.

SCOPE OF WORK

The Tribe deems it expedient to issue this Request for Proposal ("RFP"). **The conceptual design and 30% engineering plans for the project have been completed. The services to be provided under this offering include, but are not limited to:**

- Project Management, Meetings and Coordination
- Final Plans, Construction Specifications and Estimates (PS&E) – 60%, 90% & 100%
- Bid Documents
- Construction Management and Inspections

Contractor Minimum Qualifications:

All consultants must meet the following minimum requirements in order to qualify for consideration of any proposal in response to this RFP:

- Consultants Project Manager shall be a California licensed professional civil engineering with experience working on California Tribal transportation projects.
- Consultants Project Manager must have past experience with project management, design and construction management of transportation projects that are federally funded, administered by a local agency, and constructed within Caltrans right-of-way.
- Team must have experience completing transportation design and environmental compliance (NEPA and CEQA) projects for at least 4 northern California Native American Tribes within the last 5 years.
- Team must have experience working with Caltrans on US 101 in Del Norte County.
- Team must include a California licensed landscape architect with experience designing gateway monuments signs/structures.

All work done to support this RFP should be considered “custom” tailored to meet the needs of the Tribe. The Tribe desires that all deliverables requested in the construction, design, and implementation of Project allow changes and modifications without the need for additional consulting services. All work shall be performed in accordance with the Occupational Safety and Health Administration; and workers shall, at a minimum, be required to wear proper protective safety gear, which includes safety-toed boots, glasses, and hard hat.

RFP RESPONSE FORMAT AND CONTENT

All Respondents are required to follow the RFP response (“Response”) format specified below. The content of the Response must be clear, concise, and complete. Each section of the RESPONSE shall be tabbed according to the numbering system shown below to aid in expedient information retrieval.

1. Cover - Include the RFP title, due date, and principal contact information (name, address, telephone, fax numbers, and e-mail address).
2. Table of Contents - Include a complete and clear listing of headings and pages to allow easy reference to key information.
3. Cover Letter - The cover letter should be brief (two pages maximum) and any changes to the format or deletions of requested materials should be explained in the cover letter. Please include the following in your cover letter:
 - Describe why your firm considers itself to be best qualified to master the project

strategy and perform the work required in a responsive manner;

- Describe how the delivery of services will be provided to the Tribe including the location of the Respondent's offices and expected response times to the Tribe's requests;
 - Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates;
 - Identify team members and include the title and signature of the Respondent's contact person for this project. The signatory shall be a person with official authority to bind the Respondent.
 - If the Respondent is proposing to joint-partner with another principal firm, the cover letter must specify the type of services to be provided by each firm.
4. Methods and Strategic Plan - Describe your preliminary approach, methodology and plan to carry out the Scope of Work. Describe the anticipated interaction with the Tribe. Provide an outline of your anticipated schedule for completing activities proposed within the scope of work beginning with issuance of a Notice to Proceed.
5. Qualifications and Experience - This section shall contain the following:
- Relevant information regarding previous experience related to the Project, including names and addresses of previous and existing clients (especially tribal and/or local governments); and
 - Prior experience related to the development and/or facilitating of transportation projects and work with the State of California CALTRANS division; and
 - Prior experience in the design and delivery of projects funded by Federal and State Agencies for the benefit of a Tribal Government; and
 - The Respondent's experiences in the past five (5) years specifically related to the scope of work. These should be listed consecutively with the awarding and completion dates noted for each work effort. Each listed experience shall include the name(s) and telephone number(s) of the Respondent's project manager and the client's project manager. When listing sub-consultants, describe the listed experience and the exact tasks that each performed.
6. List of Project Personnel - This list should include the identification of the contact person with primary project responsibility, the personnel proposed for this project, if any, and any supervisory personnel, including co-venture partners and/or sub-consultants (if any), and their individual areas of responsibility. The persons listed will

be considered as committed to the project. A résumé for each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The résumés shall include at least two references from previous assignments.

7. Organization Chart/Proposed Project Team - An organization chart containing the names of all key personnel, joint venture partners (if any) and sub-consultants, if any, with titles and their specific task assignment for this contract shall be provided in this section.
8. Other Information - This section shall contain all other pertinent information regarding this submittal in the following order:
 - A. Description of insurance coverage for prime respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);
 - B. Description of in-house resources for prime respondent (i.e., computer capabilities, software applications, and modeling programs, etc.);
 - C. Copy of valid DBE/DVBE/MBE/SBE/WBE certification certificates of listed firms to be utilized in this project for prime Respondent, co-venture partner(s), subconsultants, and/or vendors.
9. Schedule of Rates – The Respondent shall provide one Schedule of Rates in a sealed envelope. Please include projected overall project cost and hourly rates of all team members assigned to this endeavor including those costs associated with sub-consultants or joint-venture partners.

RESPONSE EVALUATION CRITERIA

Submittals received by the Tribe will be evaluated according to the criteria listed below:

1. Conformance to the specified RESPONSE format;
2. Organization, presentation, and content of the RESPONSE;
3. Specialized experience and technical competence of the contractor, including principal firms, joint venture partners (if any), and subcontractors(if any) considering the types of service required including relevant work related to the Project Scope of Work;
4. The presence of a Project manager or team member having a minimum of five (5) years relevant experience with considerable EPA on projects;
5. Proposed approach, methodology and plan to provide the proposed services in a timely

and competent manner;

6. Knowledge and understanding of the local environment and a local presence for interfacing with the Tribe;
7. A willingness to make meaningful wide-ranging subcontracting and employment opportunities available to all interested and qualified firms and individuals in the marketplace;
8. Financial stability of the Respondent, which can include annual financial reports or any such financial information that would indicate the financial condition of the firm; and
9. Ability to meet the insurance requirements as stated in the "Terms and Conditions" section of this RFP unless the Tribe, at its sole discretion, decides to modify or waive the insurance requirements.

SELECTION PROCESS

A Pre-Selection Committee will review the proposals and identify a "short-list", the most qualified Respondents utilizing the evaluation criteria listed above. The Committee may be formed to interview the short-list Respondents. The sample RFP Score Sheet is attached (Exhibit A)

PRE-SUBMITTAL MEETING

None Required.

PROJECT TIMELINE

The following timeline has been established for the RFP selection process:

- RFP Issued Thursday, January 3, 2013
- Responses received by 4:00 p.m., Wednesday, January 16, 2013
- Evaluate Proposals, January 17, 2013 – January 18 2013
- If needed Interviews/Presentations, January 21-22, 2013
- Notification of Award, Friday, January 25, 2013.

RFP DEADLINE AND CONTACT INFORMATION

One (1) original and three (3) copies of the RESPONSE shall be delivered no later than 4:00 p.m., Wednesday, January 16, 2013.

Nita Rolfe
(707)487-9255 ext 3210
Nita.Rolfe@tolowa.com

Smith River Rancheria, California
140 Rowdy Creek Road
Smith River, CA 95567

Incomplete Responses, incorrect information, or late Responses shall be cause for disqualification. **Copies received by FAX or EMAIL shall not be deemed received.**

REVIEW COMMITTEE

The review committee will be comprised of Tribal staff.

INCURRED COSTS

The Tribe shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent(s) prior or subsequent to or by reason of the acceptance or non-acceptance by the Tribe of any proposal by reason of any delay in the acceptance of a proposal.

ERRORS AND OMISSIONS

The Tribe shall not be held liable for any errors or omissions in any part of this RFP. While the Tribe has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive.

LICENSING AND REPORTING

Contractor must submit a completed Internal Revenue Service W-9 for tax purposes.

FINAL CONTRACT AGREEMENT

The Contractor selected to provide the scope of services shall use the Tribe's standard Professional Services Agreement. A template copy of this agreement is attached to this RFP (Exhibit B). By submitting a proposal for the work, the Consultant agrees to utilize the Tribe standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

RIGHT TO WITHDRAW RFP OR REJECT RFP RESPONSE(S)

Issuance of this RFP does not commit the Tribe to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The Tribe retains the right to reject any or all Responses for any reasons. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful Respondent.

Evaluation & Score Sheet**RFP TITLE:****Contractor :** _____

Evaluation Factor	Points	Score	Evaluator Comments
Understanding of Project: The contractor has provided a technical approach and work plan to be implemented which includes a proposed timeline for the project.	30		
Experience with Similar Types of Work: The contractor has provided information on the contractors knowledge-base regarding tribal issues and has provided a narrative description of how it will address culturally sensitive issues	20		
Experience and Qualification of the Project Manager: The contractor has specified for each key position: a.) the role in the project that the key position will perform; and b.) the minimum qualifications required for that key position.	5		
Experience and Qualification of the Project Team:	5		
Ability to complete projects on-time and within budget	25		
Small businesses, disabled veteran-owned businesses, women-owned businesses, firms owned by under-represented ethnic groups and local firms	5		
Price/Cost	10		

Signature_____
Date

**SMITH RIVER RANCHERIA
PROFESSIONAL SERVICES CONTRACT**

Contract Number	
Contract Amount	
Fund	
Program	
Activity	
TERO Fee	Yes

The Smith River Rancheria ("SRR"), 140 Rowdy Creek Road, Smith River California 95567, and [Company Name], ("Contractor") hereby enter into this agreement for professional services effective [DATE].

Recitals

1. The Smith River Rancheria is a federally recognized tribe [Description of project]
2. Contractor is an [Indian Owned Business].
3. The Tribal Administrator is the Project Manager for purposes of this Contract.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. DUTIES AND RESPONSIBILITIES

1.01 Contractor will competently and in good faith provide those professional services set forth in Article 3. Contractor shall observe all policies, procedures and directives promulgated from time to time by SRR.

1.02 SRR will provide Contractor with the compensation and business expense reimbursement specified in Article 5 of this Contract.

1.03 Contractor shall report to, and receive direction from, the Project Manager.

1.04 Contractor has neither the right nor authority to contract on behalf of SRR without the Project Manager's prior written consent.

ARTICLE 2. TERM OF CONTRACT

2.01 SRR will retain Contractor to [Project] as an Independent Contractor beginning [Date] and ending [Date]. Contractor accepts this engagement.

ARTICLE 3. PROFESSIONAL SERVICES

3.01 Nature of Services. Contractor shall provide [Briefly describe project].

3.02 Scope of Services. The services to be performed by Contractor are as follows:

- (a)
- (b)
- (c)
- (d)
- (e)

3.03 Services Not To Be Performed.

(a) N/A

3.04 Limitations. Limitations on Contractor's performance of services:

(a) N/A

3.05 Independent Contractor. Contractor is performing the services under this Contract as an independent contractor and not as an employee of SRR. Neither Contractor nor any of its employees are eligible to receive any of the rights or benefits otherwise available to SRR employees. Contractor shall be free from the direction and control of SRR over the means and manner of performing services under this Contract, subject only to the right of SRR to specify the desired results. Contractor shall be solely responsible for payment of all taxes, fees, and salaries due its employees as required by law or other agreement.

3.06 Subcontractors. All of the tasks and projects to be performed pursuant to this Contract shall be performed by the Contractor and its subcontractors. SRR may attach any reasonable condition or limitation to the employment of a subcontractor. Any services that are contracted out to subcontractors shall remain the sole responsibility of Contractor and shall be paid by Contractor.

ARTICLE 4. LICENSURE

4.01 If the professional services to be rendered by Contractor under this Contract require a professional license or certification, Contractor is responsible and required to maintain current licensing or certification as a condition of continued engagement.

4.02 Contractor will pay all licensing/certification fees and costs of any mandatory continuing education associated with maintaining the license or certification.

ARTICLE 5. COMPENSATION

5.01 For time actually spent rendering service, SRR will pay Contractor the following:

The maximum amount payable under this Contract is \$[AMOUNT]

5.02 In addition to the compensation specified in section 5.01, Contractor will be paid for actual reasonable expenses authorized by the Project Manager, including travel, meals and lodging; and when needed by Contractor and authorized in advance and in writing by the Project Manager, the cost of ancillary services to others, such as designers, draftsmen, modelmakers, or clerical help. Reimbursement of individual expenses in excess of \$1,000.00 will be made only if those expenses are approved by the Project Manager before being incurred, unless the Project Manger in his sole discretion elects to reimburse Contractor after the fact.

5.03 Each expenditure referred to in section 5.02 will be reimbursable only if Contractor furnishes to the Project Manager adequate records and other documentary evidence for the substantiation of each such expenditure.

5.04 Payment of all services and expenses will be made within thirty (30) days of presentation of monthly invoices.

ARTICLE 6. PROPERTY RIGHTS OF PARTIES

6.01 Royalties and Patents. Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save SRR harmless from loss on account thereof; except that SRR shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, Contractor has reason to believe that any design, process or product specified is an infringement of a patent, Contractor shall promptly notify the Project Manager. Failure to give such notice shall make the Contractor responsible for resultant loss.

6.02 HUD Policy on Copyrights. HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government Purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or contractor purchases ownership with grant support.

6.03 Discovery or Invention. Any discovery or invention which arises or is developed in the course of or under this Contract by SRR, Contractor or any Subcontractor is expressly subject to HUD regulations, if any, pertaining to patent rights regarding such discovery or invention in effect at the time of the execution of this Contract.

6.04 Nondisclosure of Information. Contractor shall not disclose or appropriate for his/her own use, or for the use of any third party, at any time during or subsequent to the term of this Contract, any proprietary or confidential information of SRR or any of SRR's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures except as required in connection with Contractor's performance of this Contract, a governmental authority, or other applicable law.

6.05 Work Product. All documents and other work product generated on behalf of SRR in connection with this Contract are the property of SRR.

ARTICLE 7. TERMINATION OF CONTRACT

7.01 Notwithstanding any other provision of this Contract, Contractor may terminate this Contract at any time by giving thirty (30) days' written notice to SRR.

7.02 SRR may terminate this contract in whole, or in part, whenever it determines that such termination is in the best interest of SRR. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which the performance of the work under the Contract is terminated, and the date upon which such termination becomes effective.

7.03 If either party defaults in the performance of this Contract or materially breaches any of its provisions, the non-breaching party may terminate this Contract by giving written notification to the breaching party. Termination will take effect immediately upon receipt of the notice by the breaching party or five (5) days after mailing of the notice, whichever occurs first. For the purposes of this paragraph, material breach of this Contract includes, but is not limited to, the following:

(a) SRR's failure to pay Contractor any compensation due within thirty (30) days after written demand for payment.

(b) Contractor's failure to complete the services specified in Article 3.

ARTICLE 8. INDIAN SELF-DETERMINATION & EDUCATION ASSISTANCE ACT

8.01 The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C.A. 450e(b)) ("Indian Act"). Section 7(b) requires that to the greatest extent feasible:

(a) Preferences and opportunities for training and employment shall be given to Indians; and

(b) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

8.02 The parties to this Contract shall comply with the provision of section 7(b) of the Indian Act.

8.03 In connection with this Contract, Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

8.04 Contractor shall include this section 7(b) clause (8.01-8.03) in every subcontract in connection with the project, and shall, at the direction of SRR, take appropriate action pursuant to the subcontract upon a finding by SRR or the U.S. Department of Housing and Urban Development that the subcontractor has violated the section 7(b) clause of the Indian Act.

ARTICLE 9. COMPLIANCE WITH FEDERAL LAWS

As applicable:

9.01 Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

9.02 Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

9.03 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

9.04 Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

9.05 Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).

9.06 Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 10. GENERAL PROVISIONS

10.01 Notice. Any notices to be given under the Contract by either party to the other will be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed upon five (5) calendar days after the date of mailing.

10.02 Assignment Prohibited. This Contract is for the personal services of Contractor. Contractor may not assign this Contract, Contractor's right to moneys becoming due under this Contract, or Contractor's duties under this Contract to any other person or entity without the written consent of SRR. Any attempt at any such unauthorized assignment shall be void.

10.03 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SRR, and its officers, employees, and agents ("SRR indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this Contract or out of the operations conducted by Contractor, including SRR's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of SRR. In the event SRR indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Contract, Contractor shall provide a defense to the SRR indemnitee or at SRR's option reimburse SRR indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

10.04 Attorney's Fees and Costs. If any legal action or proceeding is necessary to enforce or interpret the terms of this Contract, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire contract.

10.05 Access to Records. The Smith River Rancheria and any subgrantee, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpt or

transcription. Contractor shall retain all such records for a period of three (3) years after final payment under this Contract.

10.06 Reporting Requirements. This Contract is subject to HUD reporting requirements as set forth in 24 C.F.R. 85.40.

10.07 Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Contract supersedes any and all other agreements, either oral or in writing, between SRR and Contractor with respect to the engagement of SRR and Contractor and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Contract acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Contract, and that no other agreement, statement, or promise not contained in this Contract will be valid or binding on either party.

10.08 Modification. Any modification of this Contract will be effective only if it is in writing and signed by both parties.

10.09 Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10.10 Severability. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract will nevertheless continue in full force without being impaired or invalidated in any way.

10.11 Tribal Court Jurisdiction. By entering into this Contract, Contractor expressly consents to the jurisdiction of the Smith River Rancheria Tribal Court. Any controversy or claim arising out of, or relating to, this Contract shall be heard and adjudicated by the SRR Tribal Court in accordance with all applicable tribal laws, rules, regulations and policies.

10.12 Time is of Essence. Time is of the essence of this Contract and each and every one of its provisions.

10.13 Signatures. This Contract is entered into by the parties on the date set out below as represented by the signatures affixed hereto. Those person signing on behalf of the respective parties represent and attest that they are authorized to sign and to bind their principles.

[This space intentionally left blank]

Executed on the dates indicated below at Del Norte County, California.

SMITH RIVER RANCHERIA
140 Rowdy Creek Road
Smith River, CA 95567

By: _____ Date: _____
Russ Crabtree, Tribal Administrator

By: _____ Date: _____
Kara Brundin-Miller, Tribal Chairperson

CONTRACTOR

By: _____ Date: _____

Name: _____

Title: _____

Attachments

A: Description of Work

Initial

Date